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10 Attorneys for Plaintiff,
Jesse Wagner
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13 UNITED STATES DISTRICT COURT
14 SOUTHERN DISTRICT OF CALIFORNIA
15

16 Jesse Wagner,

17 Plaintiff,

18 vs.
19

20 Premier Credit of North America, LLC;
21 and DOES 1-10, inclusive,

22 Defendants.
23
24
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27
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Case No.: '13CV1512 W KSC

COMPLAINT FOR DAMAGES
1. VIOLATION OF FAIR DEBT
COLLECTION PRACTICES ACT,
15 U.S.C. § 1692 *ET. SEQ.*
2. VIOLATION OF FAIR DEBT
COLLECTION PRACTICES ACT,
CAL.CIV.CODE § 1788 *ET. SEQ.*

JURY TRIAL DEMANDED

1 For this Complaint, the Plaintiff, Jesse Wagner, by undersigned counsel, states
2 as follows:
3

4 **JURISDICTION**

5 1. This action arises out of Defendants' repeated violations of the Fair Debt
6 Collection Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA"), and the invasions of
7 Plaintiff's personal privacy by the Defendants and its agents in their illegal efforts to
8 collect a consumer debt.
9

10 2. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367.
11

12 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that
13 Defendants transact business here and a substantial portion of the acts giving rise to
14 this action occurred here.
15

16 **PARTIES**

17 4. The Plaintiff, Jesse Wagner (hereafter "Plaintiff"), is an adult individual
18 residing in San Diego, California, and is a "consumer" as the term is defined by 15
19 U.S.C. § 1692a(3).
20

21 5. The Defendant, Premier Credit of North America, LLC (hereafter
22 "Defendant"), is a company with an address of 2002 Wellesley Boulevard,
23 Indianapolis, Indiana 46219-2417, operating as a collection agency, and is a "debt
24 collector" as the term is defined by 15 U.S.C. § 1692a(6).
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1 6. Does 1-10 (the “Collectors”) are individual collectors employed by
2 Premier and whose identities are currently unknown to the Plaintiff. One or more of
3 the Collectors may be joined as parties once their identities are disclosed through
4 discovery.
5

6 7. Premier at all times acted by and through one or more of the Collectors.
7

8 **ALLEGATIONS APPLICABLE TO ALL COUNTS**

9 **A. The Debt**

10 8. A financial obligation (the “Debt”) was allegedly incurred to an original
11 creditor (the “Creditor”) for a student loan.
12

13 9. The Debt arose from services provided by the Creditor which were
14 primarily for family, personal or household purposes and which meets the definition
15 of a “debt” under 15 U.S.C. § 1692a(5).
16

17 10. The Debt was purchased, assigned or transferred to Premier for
18 collection, or Premier was employed by the Creditor to collect the Debt.
19

20 11. The Defendants attempted to collect the Debt and, as such, engaged in
21 “communications” as defined in 15 U.S.C. § 1692a(2).
22

23 **B. Premier Engages in Harassment and Abusive Tactics**

24 12. Within the last year, Premier contacted Plaintiff in an attempt to collect
25 the Debt.
26

27 13. Premier contacted Plaintiff at his place of employment.
28

14. Plaintiff spoke with Premier and advised that he was not the Debtor and was not responsible for the repayment of the Debt.

15. Plaintiff further advised Premier that the calls to his workplace were inconvenient and demanded that Premier cease all calls to him.

16. Thereafter, despite having been informed of foregoing, Premier continued calling Plaintiff at his place of employment in an attempt to collect the Debt, causing frustration and distress to Plaintiff.

17. Plaintiff spoke with Premier on multiple occasions requesting that the calls stop, including speaking to a supervisor at Premier. Plaintiff engaged in a lengthy conversation with Premier, wherein the supervisor assured Plaintiff that no further calls would be placed to him.

18. Despite this, Premier continued to call Plaintiff.

COUNT I
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. § 1692, et seq.

19. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

20. Defendants engaged in behavior the natural consequence of which was to harass, oppress, or abuse the Plaintiff in connection with the collection of a debt, in violation of 15 U.S.C. § 1692d.

21. The Defendants caused a phone to ring repeatedly and engaged the Plaintiff in telephone conversations, with the intent to annoy and harass, in violation of 15 U.S.C. § 1692d(5).

22. Defendants used an unfair and unconscionable means to collect the debt,
in violation of 15 U.S.C. § 1692f.

23. The foregoing acts and omissions of the Defendants constitute numerous and multiple violations of the FDCPA, including every one of the above-cited provisions.

24. The Plaintiff is entitled to damages as a result of the Defendants' violations.

COUNT II
VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION
PRACTICES ACT, Cal. Civ. Code § 1788 *et seq.*

25. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

26. The Rosenthal Fair Debt Collection Practices Act, California Civil Code section 1788 *et seq.* (“Rosenthal Act”) prohibits unfair and deceptive acts and practices in the collection of consumer debts.

27. Premier Credit of North America, LLC, in the regular course of business, engages in debt collection and is a “debt collector” as defined by Cal. Civ. Code § 1788.2(c).

1 28. The Defendants caused a telephone to ring repeatedly and engaged the
2 Plaintiff in continuous conversations with an intent to annoy the Plaintiff, in violation
3 of Cal. Civ. Code § 1788.11(d).
4

5 29. The Defendants failed to comply with the provisions of 15 U.S.C. §
6 1692, et seq., in violation of Cal. Civ. Code § 1788.13(e).
7

8 30. The Defendants did not comply with the provisions of Title 15, Section
9 1692 of the United States Code, in violation of Cal. Civ. Code § 1788.17.
10

11 31. The Plaintiff is entitled to damages as a result of the Defendants'
12 violations.
13

PRAYER FOR RELIEF

14 WHEREFORE, the Plaintiff prays that judgment be entered against the
15 Defendants:
16

17 A. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1) against the
18 Defendants;
19

20 B. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A)
21 against the Defendants;
22

23 C. Costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C.
24 § 1692k(a)(3) against the Defendants;
25

26 D. Actual damages pursuant to Cal. Civ. Code § 1788.30(a);
27
28

1 E. Statutory damages of \$1,000.00 for knowingly and willfully committing
2 violations pursuant to Cal. Civ. Code § 1788.30(b);

3
4 F. Actual damages from the Defendants for the all damages including
5 emotional distress suffered as a result of the intentional, reckless, and/or
6 negligent FDCPA violations and intentional, reckless, and/or negligent
7 invasions of privacy in an amount to be determined at trial for the
8 Plaintiff;
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10 G. Punitive damages; and
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12 H. Such other and further relief as may be just and proper.
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14 **TRIAL BY JURY DEMANDED ON ALL COUNTS**
15

16 DATED: July 1, 2013
17

TAMMY HUSSIN

18 By: /s/ Tammy Hussin
19 Tammy Hussin, Esq.
20 Lemberg & Associates, LLC
21 Attorney for Plaintiff, Jesse Wagner
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